



CITY OF COVINA
125 East College Street
Covina, California 91723
www.covinaca.gov

REQUEST FOR PROPOSAL (RFP)
**COVINA ACTIVE STREETS AND MULTI MODAL
CONNECTIVITY PLAN – Caltrans SUSTAINABLE
TRANSPORTATION PLANNING GRANT
PROGRAM**

Release Date: January 10, 2022
Questions deadline: January 27, 2022
Submission Deadline: February 10, 2022
Interview (if needed): February 16, 2022
Estimated Award of Contract: March 1, 2022
Send to: ATTN: Brian K. Lee, AICP
Director of Community Development
C/O City Clerk Office
125 East College Street
Covina, California 91723-2199

CITY OF COVINA REQUEST FOR PROPOSAL (RFP)
FOR

Covina Active Streets and Multimodal Connectivity Plan

<u>SUBMITTAL:</u>	Work Proposal: Two (2) electronic copies (2 Flash Drives, 1 electronic proposal per flash drive) must be received no later than 4:00 PM local time on Wednesday, February 16, 2021. Proposals must be submitted in sealed envelopes. One (1) hard copy Cost proposal to be sent in a separate envelope.
<u>Addressed to:</u>	Brian K. Lee, AICP, Director of Community Development
<u>Address:</u>	City of Covina 125 E. College St. Covina, CA 91723
<u>Mark Envelopes:</u>	COVINA ACTIVE STREETS AND MULTIMODAL CONNECTIVITY PLAN (if Cost Proposal, add “Cost Proposal”)

Proposals received after the time and date stated above shall be deemed unresponsive and returned unopened to the bidder.

Direct questions or clarification requests regarding the Request for Proposals to:

Daniella Andrade
Management Analyst Trainee
Community Development
City of Covina
Email: dandrade@covinaca.gov

There will be no pre-proposal conference. Proposers may not communicate about this RFP with City elected officials or staff or any other individuals retained by the City to support this procurement. All questions and requests for clarification must be submitted in writing to the point of contact identified above by 4:00PM local time on January 27, 2022. Responses to all questions regarding this RFP will be circulated on Thursday, February 03, 2022.

COMMUNITY DEVELOPMENT
REQUEST FOR PROPOSALS FOR PROFESIONAL PLANNING SERVICES FOR THE
COVINA ACTIVE STREETS AND MULTIMODAL CONNECTIVITY PLAN – Caltrans

SECTION 1. INTRODUCTION

The California Department of Transportation - Division of Transportation Planning (Caltrans) has awarded the City of Covina to prepare a comprehensive Active Streets & Multi Modal Connectivity Plan (CASMCP). The Notice to Proceed was issued to the City of Covina on December 15, 2021. The CASMCP seeks to further regional and local sustainability through an improved active transportation network, transit connections and transit-oriented development (TOD) supportive planning and aims to alleviate safety and environmental trends by establishing priority transportation needs, identify feasible options to implement Complete Street first-last mile connections to transit, and facilitate further TOD's through opportunity site analysis. This will include the development of plans, various studies, and project budget, as well as a high -level schedule and timeline.

The City of Covina is requesting proposals from qualified professional multi-disciplinary firms specializing in transportation, urban planning, land use, and community engagement to provide transit-oriented development supportive planning services for the preparation of an Active Streets and Multimodal Connectivity Plan. The services desired include, but are not limited to, developing a project management plan; conducting various research & studies, reporting to City staff, developing a stakeholder engagement plan, creating a project website, performing social media outreach, hosting interactive town halls and surveys, and preparing and releasing an Active Streets and Multi Modal Connectivity Plan for our City. The Successful firm will be responsible for the above-mentioned tasks, (in further detail in Section 3), and must schedule meetings with City Staff at least monthly, and/or as necessary, to complete the project.

SECTION 2. BACKGROUND

The City of Covina, founded in 1882, is seven square miles and located in the heart of the East San Gabriel Valley, approximately 22 miles east of Downtown Los Angeles. It is in close proximity to Interstate 10, 210, and 605, and State Route 57. Covina's current population is approximately 47,880 residents.

One of the major issues the city seeks to resolve include implementing growth strategies that incorporate better housing solutions, reduce Vehicle Miles Traveled (VMT), improve transit

connectivity for residents and businesses and provide opportunities for multiple modes of transportation for locals and visitor to get where they need to go.

The City has two major transportation areas. The Metrolink Train station is located immediately north of Downtown Covina on Citrus Avenue and First Street (Within the Covina Town Center Specific Plan- F.A.I.R. zone) and provides direct connection to other towns within the San Gabriel Valley westbound into Downtown Los Angeles, and Eastbound through San Bernardino County, terminating at the San Bernardino Depot. The Foothill Transit Center, a bus transportation center, is located on North Citrus Avenue Immediately north of Covina Boulevard. The Foothill Transit Center currently has two bus lines servicing commuters in Covina. Line 281 connects commuters North and South Bound, and line 490, connecting Covina into West Covina and Downtown Los Angeles.

In addition to public transportation, there is substantial, heavy, cut-through traffic on Azusa Avenue, which connects the San Gabriel Mountains and Valley Boulevard in the City of Industry. Badillo Street, another high-volume road, is one of the longest streets in the City of Covina stretching roughly 5.3 miles east and westbound.

Below are other plans to take into consideration; however, the list may not be exhaustive (the Mixed Use Overlay Zone, for example, is not yet implemented and is currently being considered and investigated by City Staff.):

Covina Town Center Specific Plan

As Amended in September of 2019, The Specific Plan major focus was to foster revitalization and investment in the historic core, as well as improve connectivity between the Metrolink Station and Downtown Covina through the creation of the F.A.I.R District, re-visit development standards in the downtown and surrounding areas such as the growing Medical Center, Historic Core, and Mixed-Use components, and enable greater opportunity for Transit Oriented Development (TODs), specifically for housing.

Bicycle Master Plan

The City of Covina Bicycle Master Plan was approved by the City Council in September of 2011. The emphasis of the plan was to provide direction through a comprehensive program of activities based on Education, Environmental Sustainability, Transit Integration, Complete Streets, & Health and Safety through policy implementation and best management practices. The Bicycle Master Plan is regularly considered and adhered to, especially when new projects or developments are proposed. The City seeks to achieve the “Bicycle Friendly Community” Gold status by 2026. Any new proposed master plan or specific plan must also consider and comply with the Bicycle Master Plan.

Mixed Use Overlay Zone

The City is considering the adoptions of a Mixed Use Overlay zone to be added to, but not replace, underlying zones in specific areas for the purposes of blending land uses, increasing housing opportunities, and better connecting areas not in the immediate vicinity of the Covina Town Center Specific Plan. This project is still under consideration and research.

SECTION 3. SCOPE OF SERVICES & DELIVERABLES

The following is a *general* outline of the scope of work to be provided by the consultant. While it is intended that the following scope of work include all elements essential to develop the project, those submitting proposals are advised to perform their own field reconnaissance and include any items which they feel have been overlooked. The consultant may also note any required items which they feel to be excessive or unnecessary, and/or provide alternatives to items which they feel to be excessive or unnecessary. The description and cost of such items should be noted and outlined separately in the cost proposal. Services must coincide with the project timeline. Services required to complete this project by the consultant shall include:

- Existing Conditions and Research/Studies:
 - Existing Conditions Report
 - Market Study
 - Mobility and First/Last Mile Needs Study
 - Infrastructure Study
 - Equity Study
 - Urban Design Study
- Stakeholder Engagement Plan (Community Engagement Strategy)
 - Detailed Stakeholder Engagement plan, Community outreach efforts, surveys and/or study sessions and workshops
 - Postcards, Project website, Meeting Notices, Presentations, Surveys and any other applicable form of community engagement Strategy
- Draft Active Streets and Multimodal Connectivity Plan (Planning Commission)
 - Plan must include:
 - Zoning Map Amendments
 - Land Use Policy map
 - Development Standards
 - Design Guidelines and Concept Plans
 - Mobility/First Last Miles Strategy and List of Improvements
 - Economic Development Strategy
 - Equity Outcomes
 - Capital Improvement Plan
- City Council Public Meeting
- City Council Review and Approval

SECTION 4. PROJECT TIMELINE, GRANT AWARD, AND MAJOR TASKS

The project lifespan is for a total of 18 months. The City Council Award Date is tentatively scheduled for March 1, 2022 and must be completed by **November 2023** at the very latest. The Consultant must also provide along with their proposal completed W-9 and 590 forms (Exhibits E and F), so that, if selected/awarded, the execution of contracts and internal vendor set up is completed as soon as possible for the selected consultant to commence work. Consultant must also confirm they are able to provide the required insurance as noted on the Professional Services Agreement (Exhibit C) and must be able to submit a certificate of insurance by the estimated March 1, 2022 award date.

The California Department of Transportation awarded the City of Covina a Grant for Three Hundred and Nineteen Thousand One Hundred and Fifty-One Dollars (\$319,151) with a local match (Proposition C Funds) of Forty-One Thousand Three Hundred and Forty-Nine Dollars (\$41,349.00) totaling a project amount of Three Hundred and Sixty Thousand and Five Hundred Dollars (\$360,500.00) to complete the project.

Link to FY 2021-22 Grant Application Guide (Caltrans):

<https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants>

[illegible]

SECTION 5. SUBMITTAL REQUIREMENTS

The City is requesting Two (2) Flash Drives with the electronic copy of the proposal, which must contain the following information (Make sure each item is labeled as noted below):

- **Letter of Interest**

Include a letter expressing the Consultant Team's interest in being considered for the project. The Consultant Team should provide an explanation of why they assembled the team it did, and the strengths for the team that they wish the Selection Committee to take note of in the proposal. Include a statement regarding the Consultant Team's availability to dedicate time, personnel, and resources to this effort during the period from **March 1, 2022 to November 2023**. The letter of interest must include a commitment to the availability of the Consultant Team and all key project staff during the planning period (2-page maximum).

- **Organization of the Consultant Team, titled "Organization"**

A brief description of the Consultant Team's firm(s) pertaining to the structure and organization of the firm(s), including the name of the sole proprietor, or, if a corporation, partnership or joint venture, the names of all individuals and firms that constitute the corporation, partnership, or joint venture. Provide specific information about the Consultant Team's firm(s), including the firm size, number and type of professional staff, number of years in the business, and the location of where the work will be performed.

If two or more firms are proposed as part of an association or a joint venture for the performance of the services solicited under the RFP, provide information concerning past associations and outline the working relationship for the services solicited under the RFP between the firms. Indicate where the management responsibility resides and where the quality control, design, and production coordination will be performed (2-page maximum).

- **Project Understanding and Approach**

Include a statement demonstrating the Consultant Team Understanding of the proposed project, of the Covina community and describing in detail the approach to completing the project successfully and within the proposed budget and schedule. Review all exhibits, scope of work, and project schedule and discuss any ideas for modifying, clarifying, or improving the project (4-page maximum). Note: any changes proposed to the Scope of Work if approved by the city will still require an administrative amendment and approval from Caltrans.

- **Project Manager/Key Staff/Team Experience**

Include information about the specific relevant experience and billing rates for the proposed Project Manager and the Principal-In-Charge (if that person is different from the Project

Manager) and all other applicable staff. A Project Manager must be designated and must be the principal contact for the City.

Include information describing the experience of the Project Manager, key staff, and/or major sub-consultants with large and complex planning projects. Highlight and provide specific examples demonstrating active transportation, first-last-mile connections, transit-oriented development planning, and other similar tasks. Provide references for each example cited including phone number and email address of contacts. Provide references for each example cited for the Project Manager, key staff and major sub-consultants are required (15-page **Maximum**).

- **Scope, Budget, and Schedule**

Provide a detailed scope, budget and schedule consistent with the grant Amount and the estimated schedule. Consultant Teams are encouraged to critically evaluate the Scope of Work and recommend if any revisions to achieve a better Covina Active Streets & Multi Modal Connectivity Plan (CASMCP) or a more efficient use of resources.

- **Comments/Questions on the City Standard Consultant Agreement**

The City standard professional services agreement is attached for consideration, Exhibit B. If the Consultant Team has any questions/comments related to any provisions of the standard form contract, they must be submitted in writing with your response to this Request for Proposals.

SECTION 6. SUBMITTAL INSTRUCTIONS

- **Proposal packages are to be submitted to the City on/before 4:00 p.m. on Thursday, February 10, 2021.** Consultant Team shall submit a Work Proposal and a Cost Proposal in separate envelopes.
- **Work proposal (envelope 1) – submit 2 electronic copies (Two (2) flash drives, one electronic submittal per flash drive)**

The Work Proposal envelope must be clearly marked on the outside with “Response to Request for Proposals: Covina Active Streets and Multimodal Connectivity Plan” and the Consultant Team’s name, address, telephone number, and e-mail address.

- **Cost Proposal (envelope 2) – submit 1 hard copy**

The Cost proposal will only be opened after the ranking process based on the Work Proposal is complete. The envelope must include “Cost Proposal” on the envelope.

No oral, faxed, emailed, or telephonic proposals or alternatives will be considered. A proposal may be withdrawn without prejudice upon written request by the proposer filed with the City Clerk before the proposal submission deadline. Proposals must remain valid and shall not be subject to withdrawal for 90 calendar days after the deadline for submission of proposals.

Proposals received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the City of Covina City Clerk's Office, 125 E. College Street, Covina CA 91723. It is the Consultant Team's sole responsibility to see that its proposal is received in proper time, and that it assumes all risks arising out of the means of delivery. All accepted proposals shall become the property of the City. Submit the proposal packages to:

Brian K. Lee, AICP
Director of Community Development
City of Covina
c/o City of Covina City Clerk's Office
125 E. College Street
Covina, CA 91723

SECTION 7. EVALUATION PROCEDURE & SELECTION PROCESS

City staff, selected by the City Manager, or their designee, will evaluate each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the Consultant Team. Staff *may* choose to interview two or more closely ranked Consultant Teams, but will not expect or schedule elaborate presentations. License status and references will also be verified. The proposal review will focus on the following criteria:

- **Project Staffing and Organization (10 points)**
Does the Letter of Interest provide the rationale for team selection and highlight the strengths of the proposed team? Proposal shall demonstrate qualifications based on the Consultant Team's overall professional and practical experience and key personnel.
- **Community and Internal Engagement (20 points)**
Specific experience of the Consultant Team and their respective firms and key personnel in effective completion of community and internal engagement processes. Proposal must demonstrate how the Consultant Team will promote successful community involvement for the project.
- **Technical Qualifications and Delivery of a Quality Specific Plan (40 points)**
Specific and relevant experiences of Consultant Team and its key personnel in performing the technical analysis and reports and to the extent they will achieve the City's goals in promoting an Active Streets and Multimodal Connectivity Plan.

- **Specific Management Approach (20 points)**

Has the Consultant Team described its Project Understanding and Approach, including its ability to perform and complete the services required under this RFP on time and in a cost-effective manner with experienced personnel?

- **Project Schedule (10 points)**

Has the Consultant Team presented a thorough and expedient schedule for performance of the Scope of Services required under this RFP? Proposals shall clearly outline a project-specific schedule that meets the completion schedule by November 2023.

- **Estimated Timeline**

	Milestone	Dates
1.	Request for Proposal Issued	1/10/2022
2.	Questions re: Request for Proposals	1/27/2022
3.	Response to Questions	2/03/2022
4.	Proposals Due	2/10/2022
5.	Interview (if required)	2/16/2022
6.	City Council Award of Contract	March 1, 2022
7.	Notice to Proceed (tentative)	March 3, 2022

The City will identify the Consultant Team that best meets the needs of the City and enter contract negotiations with that highest ranked proposer. Should the City fail to reach agreement with the top ranked Consultant Team, the City may enter negotiations with the next highest rated Consultant Team and so on. City Staff will make a recommendation to the City Council for the award of the Professional Services Agreement to the selected Consultant Team that best furthers the City's objectives, if any. The City intends to complete the contract negotiations with the selected Consultant Team in a timely manner so that the Consultant Team can commence work by March 6, 2022.

A. Terms and Conditions

1. The selected Consultant Team will be expected to execute the attached Professional Services Agreement (Exhibit C) at a minimum of (5) business days prior to the date of the City Council consideration (tentatively scheduled for March 1, 2022) of the contract award, if an award is made. Additionally, the selected Consultant Team shall secure all insurance required under the Professional Services Agreement and provide copies to the City, at a minimum of five (5) business days prior to the date of City Council Consideration, if an award is made.

2. Any objections to terms contained in the City's Professional Services Agreement must advise the City of such objections and request modifications as part of its Work Proposal. Failure of a proposer to accept the terms of the City's Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective proposer to review all

sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the selected Consultant Team is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the selected Consultant Team's failure or refusal to execute the City's Professional Services Agreement.

B. Acceptance or Rejection of Proposal

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal or in the bidding as deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate project deliverables and associated costs.

C. Inquiries and Addenda

For inquiries regarding this RFP, please contact Daniella Andrade, Management Analyst Trainee via email at dandrade@covina.gov

The Consultant Team must e-mail inquiries no later than **January 27, 2021** by 4:00 p.m. Inquiries received after that date and time will be discarded. Please include the following in the subject line of the email: "inquiry re: Proposal for Covina Active Streets and Multimodal Connectivity Plan". Telephonic inquiries will not be taken. The City will issue any revisions to this RFP as an addendum. The City will distribute addenda to all potential proposers and post addenda on the City's website. Consultant Teams are responsible for receipt of all addenda. To this end, each Consultant Team should contact the City to verify that he or she has received all addenda issued, if any. The City's issuance of a written addendum is the only official method whereby the City will interpret, clarify, or provide additional information concerning this RFP. No oral revisions to any provision in this RFP shall be binding.

Exhibits:

- A. City of Covina Application**
- B. General Professional Services Agreement**
- C. Blank W-9 Form**
- D. Blank 590 Form**

Exhibit A: City of Covina Application

California Department of Transportation
SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM



FY 2021-22 Grant Application
Covina Active Streets and Multimodal Connectivity Plan
City of Covina





Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION

FY 2021-22

Grant Category (choose only one)

<input checked="" type="checkbox"/>	Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)	<input checked="" type="checkbox"/>	Strategic Partnerships (MPOs and RTPAs only)
	Sustainable Communities Competitive (11.47% Local Match requirement)		Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)
	Sustainable Communities Competitive Technical (11.47% Local Match requirement)		Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)

Application Submittal Type

<input checked="" type="checkbox"/>	New	<input checked="" type="checkbox"/>	Prior Phases	<input checked="" type="checkbox"/>	Re-Submittal
	New Application		Continuation of a prior project. If so, list the project title below.		Re-submittal from a prior grant cycle. If so, list below how many times grantee has submitted an application for this project

PART B. PROJECT INFORMATION

Project Title and Location

Project Title			
Project Location (City)		Project Location (County)	

PART D: Funding Information

- Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. [Match Calculator](#)
☐ Minimum Local Match ☐ Over-Match
- What is the source of Local Match funds being used?
(MPOs – Federal Toll Credits, PL, and FTA 5303 Funds cannot be used to match Sustainable Communities Competitive)
☐ Local Transportation Funds ☐ Local Sales Tax ☐ Special Bond Measures
☐ Other, specify:

Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART C. CONTACT INFORMATION

	Applicant	Sub-Applicant	Sub-Applicant
Organization (legal name)			
Street Address			
Phone Number			
City			
Zip Code			
Executive Director Name			
Title			
Contact Person Name			
Contact Person Title			
Phone Number			
Contact E-mail address			

PART D. COMPLIANT HOUSING ELEMENT

City/County Applying for Sustainable Communities Grants	Yes (X)	No (X)
Does the City/County have a compliant Housing Element?		
Has the City/County submitted Annual Progress Report to HCD for calendar years 2018 and 2019?		



Sustainable Transportation Planning Grant Program GRANT APPLICATION COVER SHEET

PART E. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: <http://findyourrep.legislature.ca.gov/>

State Senator(s)		Assembly Member(s)	
District	Name	District	Name

PART F. LETTERS OF SUPPORT

List all letters of support received for the proposed project.

Name/Agency	Name/Agency




Sustainable Transportation Planning Grant Program

GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name	Brian Lee		
Title	Director of Community Development, City of Covina		
Signature		Date	2/12/21
Sub-Applicant(s)			
Authorized Official (Sub-Applicant)			
Print Full Name	NA		
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name	NA		
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name	NA		
Title			
Signature		Date	



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

PART G. APPLICATION NARRATIVE

FY 2021-22

Project Information

Organization (legal name)	
Project Title	
Project Area Boundaries	

Application Narrative

1. Project Description 150 words maximum (10 points)

Briefly summarize project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. **Do not exceed the space provided.**



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

2A. Project Justification (15 points)

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies.
- List the ramifications of not funding this project.
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.).
- Competitive applications support the need for the project with empirical data.
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues
- Describe the impact of not funding the project
- **Do not exceed the space provided**



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

2A. Project Justification (continued)



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

2B. Disadvantaged Communities Justification (5 points)

- Explain how the project area or portions of the project area are defined as a disadvantaged community, including Native American Tribal Governments and rural communities.
- Explain how the proposed project addresses the needs of the disadvantaged community.
- Describe how disadvantaged communities will benefit from the proposed planning project.
- The tools in Grant Application Guide, Appendix A, are intended to help applicants define a disadvantaged community.
 - Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.
- **Do not exceed the space provided.**

2C. Disadvantaged Communities Engagement (5 points)

- Describe how the proposed effort would engage disadvantaged communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving disadvantaged communities.
- Describe how disadvantaged communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation. See Grant Application Guide, Appendix A, for best practices in community engagement.
- **Do not exceed the space provided.**



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

3. Grant Specific Objectives (Total 35 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Management Plan
- California Transportation Plan (CTP) 2040
- Modal Plans that Support the CTP 2040
- Title VI and Environmental Justice

3A. Grant Specific Objectives (5 points)

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable).
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc).
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns. (Reference Grant Application Guide, Chapter 2.2, for example project types)
- **Do not exceed the space provided.**



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

3B. Grant Specific Objectives (5 points)

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- **Do not exceed the space provided.**

3C. Grant Specific Objectives (5 points)

- Explain how the proposal supports other State goals, including but not limited to:
 - State Planning Priorities (Government Code Section 65041.1)
 - Climate Adaptation Goals (Safeguarding California)
 - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L.
- **Do not exceed the space provided.**



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

3D. Grant Specific Objectives (5 points)

- Explain how the proposal encourages stakeholder involvement.
 - List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
 - Explain how stakeholders will be involved throughout the project.
- **Do not exceed the space provided.**

3E. Grant Specific Objectives (5 points)

- Explain how the proposal involves active community engagement.
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project.
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort.
- **Do not exceed the space provided.**



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

3F. Grant Specific Objectives (5 points)

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2)
 - Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable.
- **Do not exceed the space provided.**

3G. Grant Specific Objectives (5 points)

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort.
- **Do not exceed the space provided.**



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

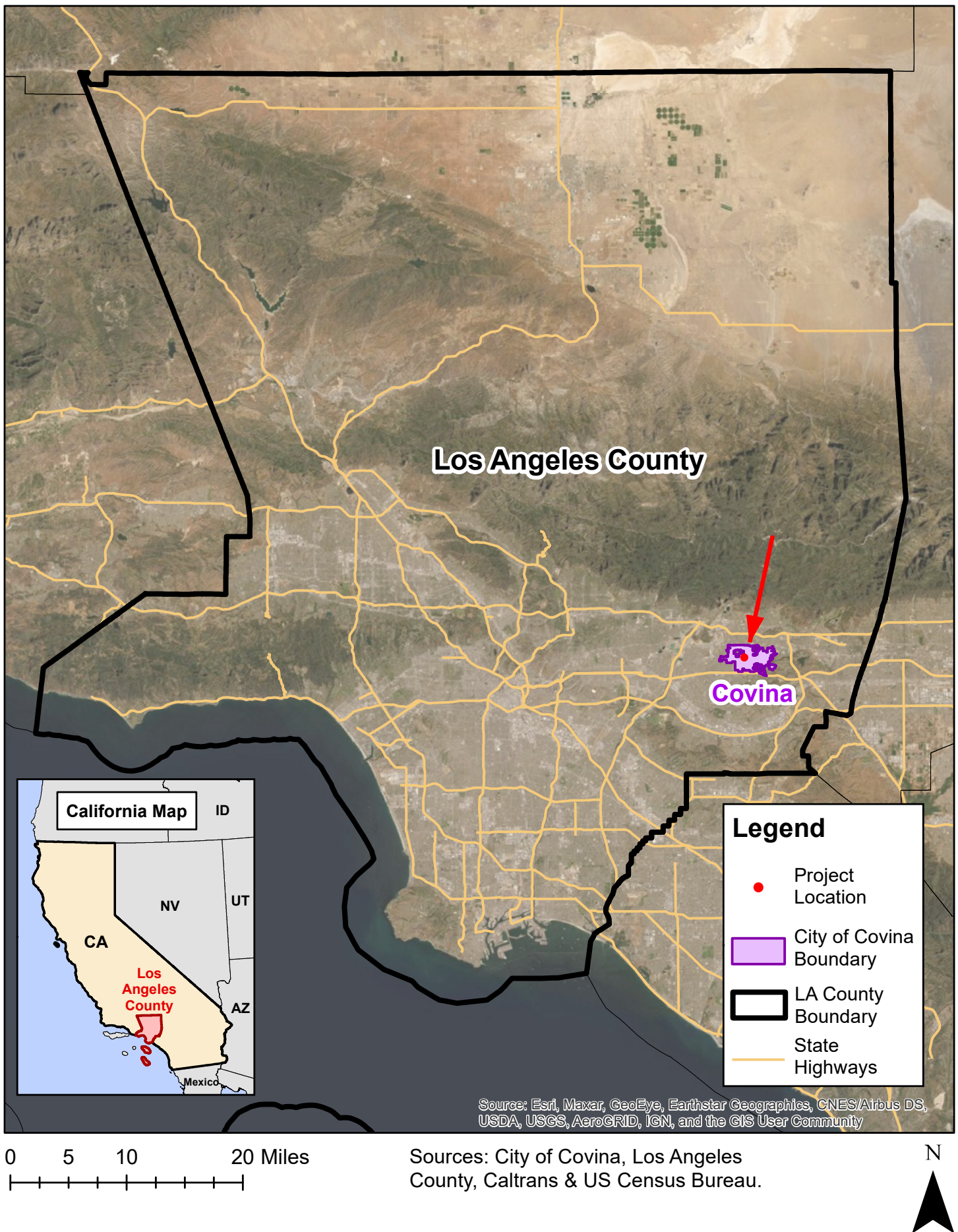
4. Project Management (Total 30 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website:
<https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants>

4A. Scope of Work (15 points)

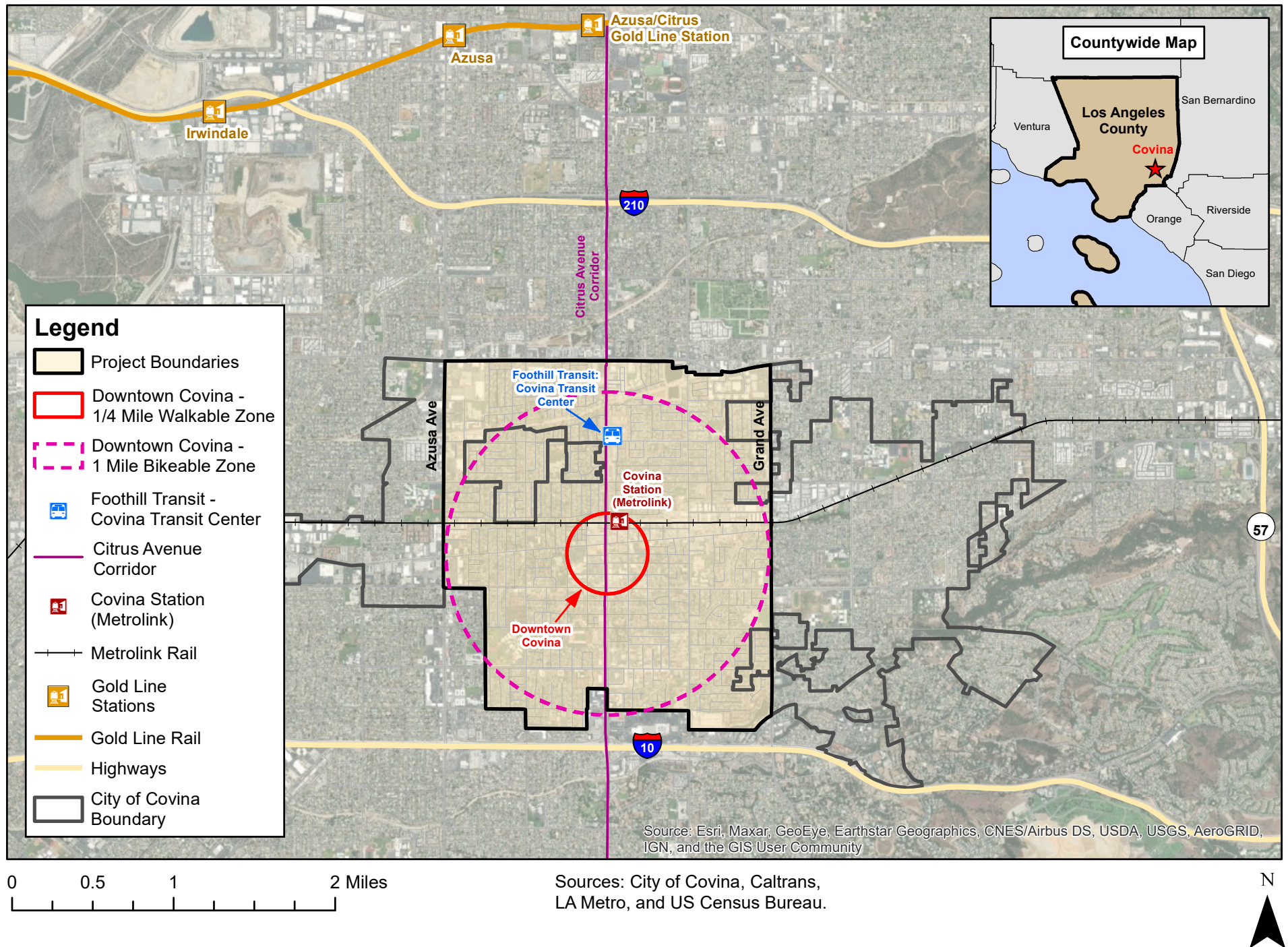
4B. Project Timeline (15 points)

Covina Active Streets and Multimodal Connectivity Plan - Countywide Location Map -



Covina Active Streets and Multimodal Connectivity Plan

- Project Location Map -





Attachments

Covina Active Streets and Multimodal Connectivity Plan

City of Covina

- ✓ Graphics of Project Area: Maps
- ✓ Graphics of Project Area: Photographs
- ✓ Letters of Support

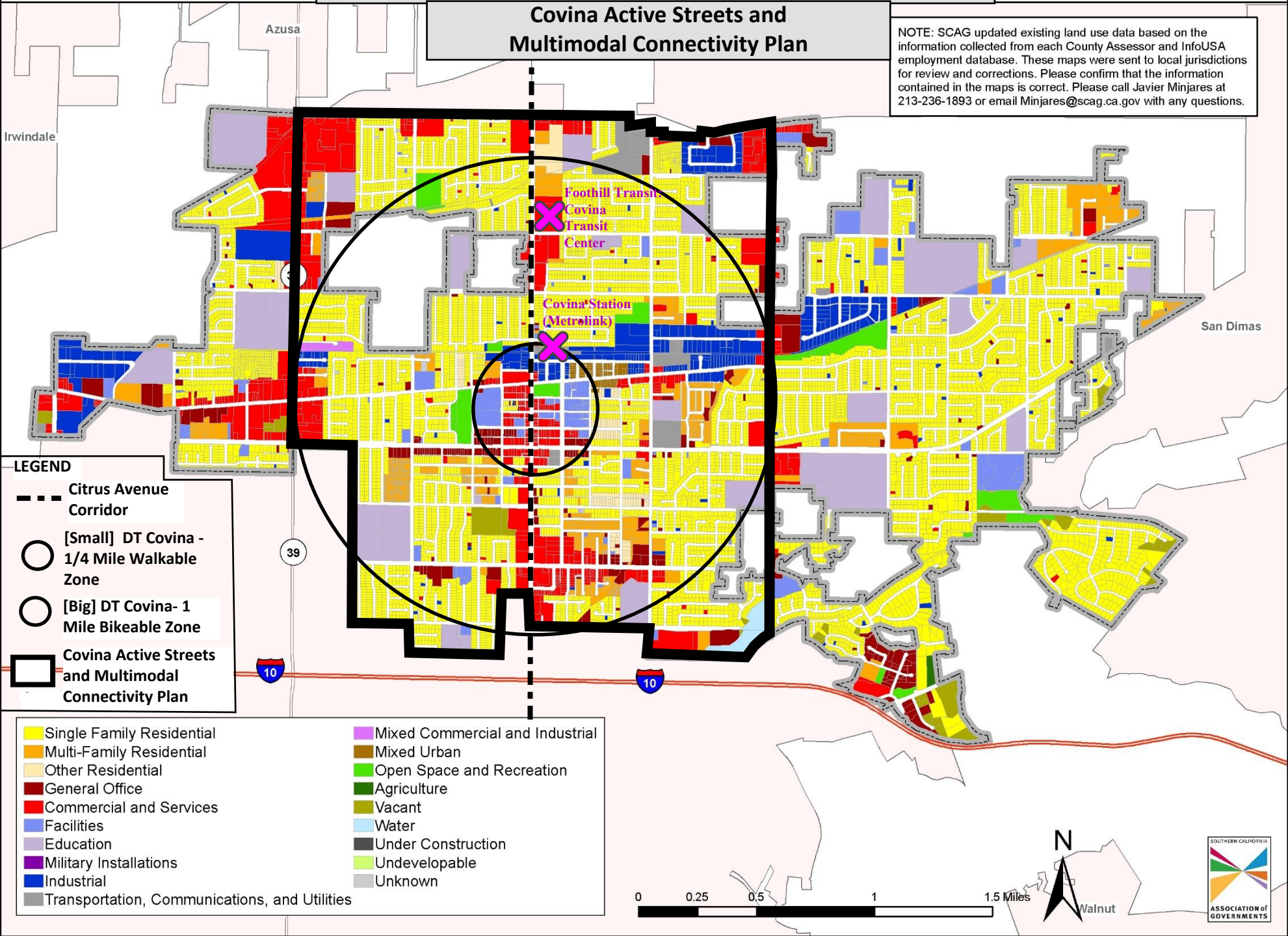


Graphics of Project Area: Maps

Existing Land Use in the City of Covina

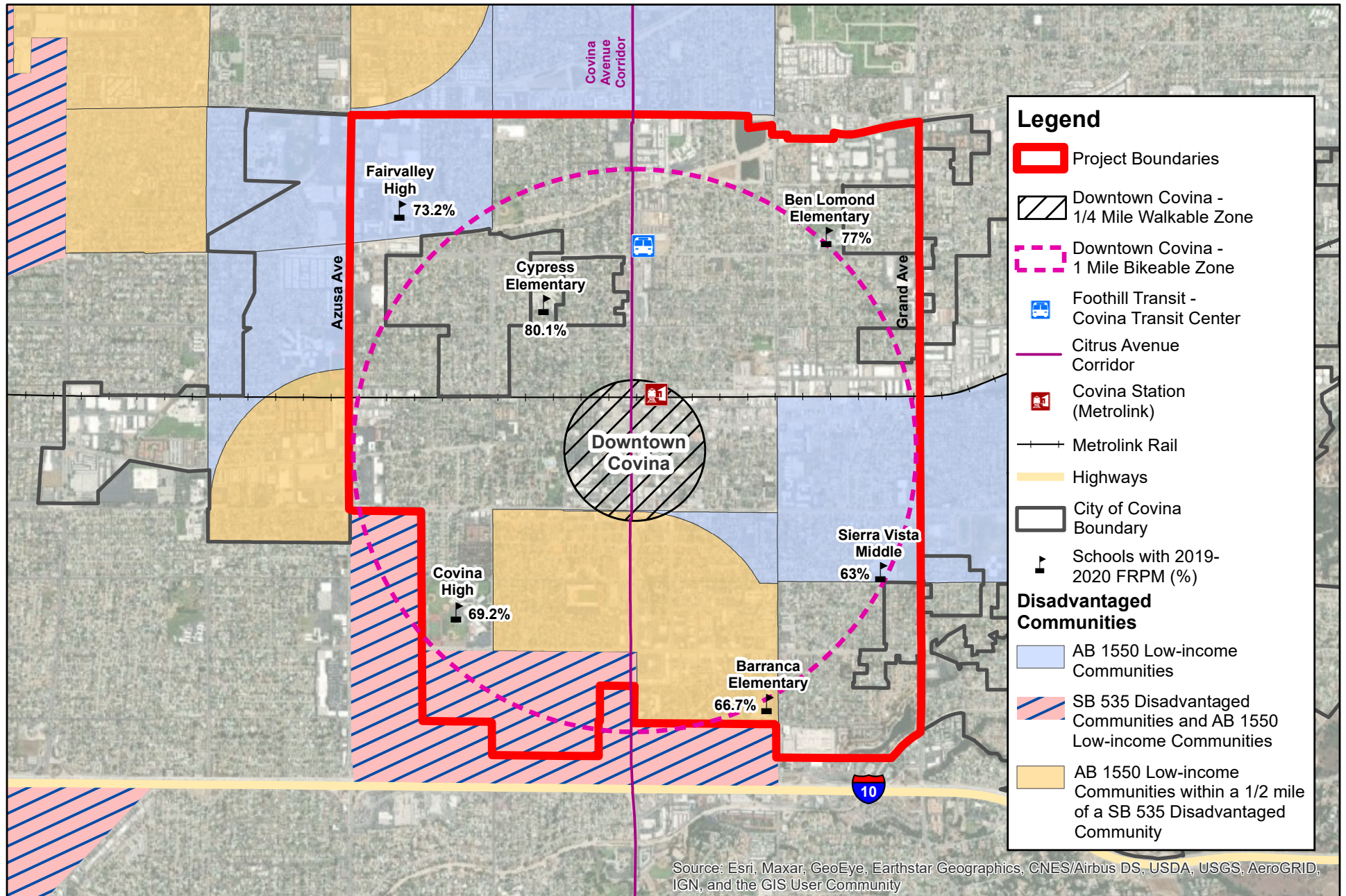
Covina Active Streets and Multimodal Connectivity Plan

NOTE: SCAG updated existing land use data based on the information collected from each County Assessor and InfoUSA employment database. These maps were sent to local jurisdictions for review and corrections. Please confirm that the information contained in the maps is correct. Please call Javier Minjares at 213-236-1893 or email Minjares@scag.ca.gov with any questions.



Covina Active Streets and Multimodal Connectivity Plan

- AB 1550 Communities & FRPM Schools Map -



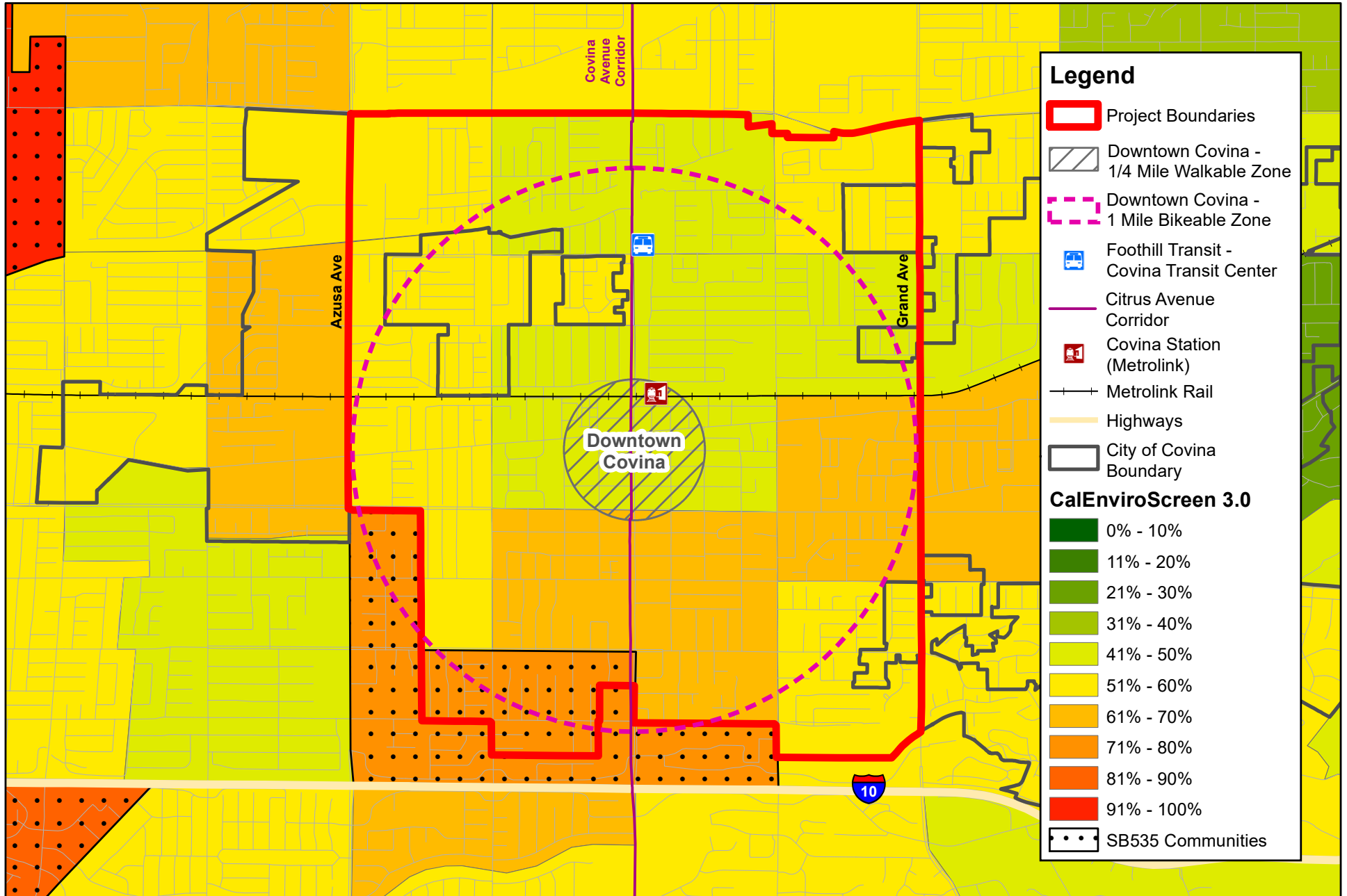
0 0.25 0.5 1 Miles

Sources: City of Covina, Caltrans, LA Metro, SCAG, CA Department of Education, and US Census Bureau.



Covina Active Streets and Multimodal Connectivity Plan

- CalEnviroScreen 3.0 Map -



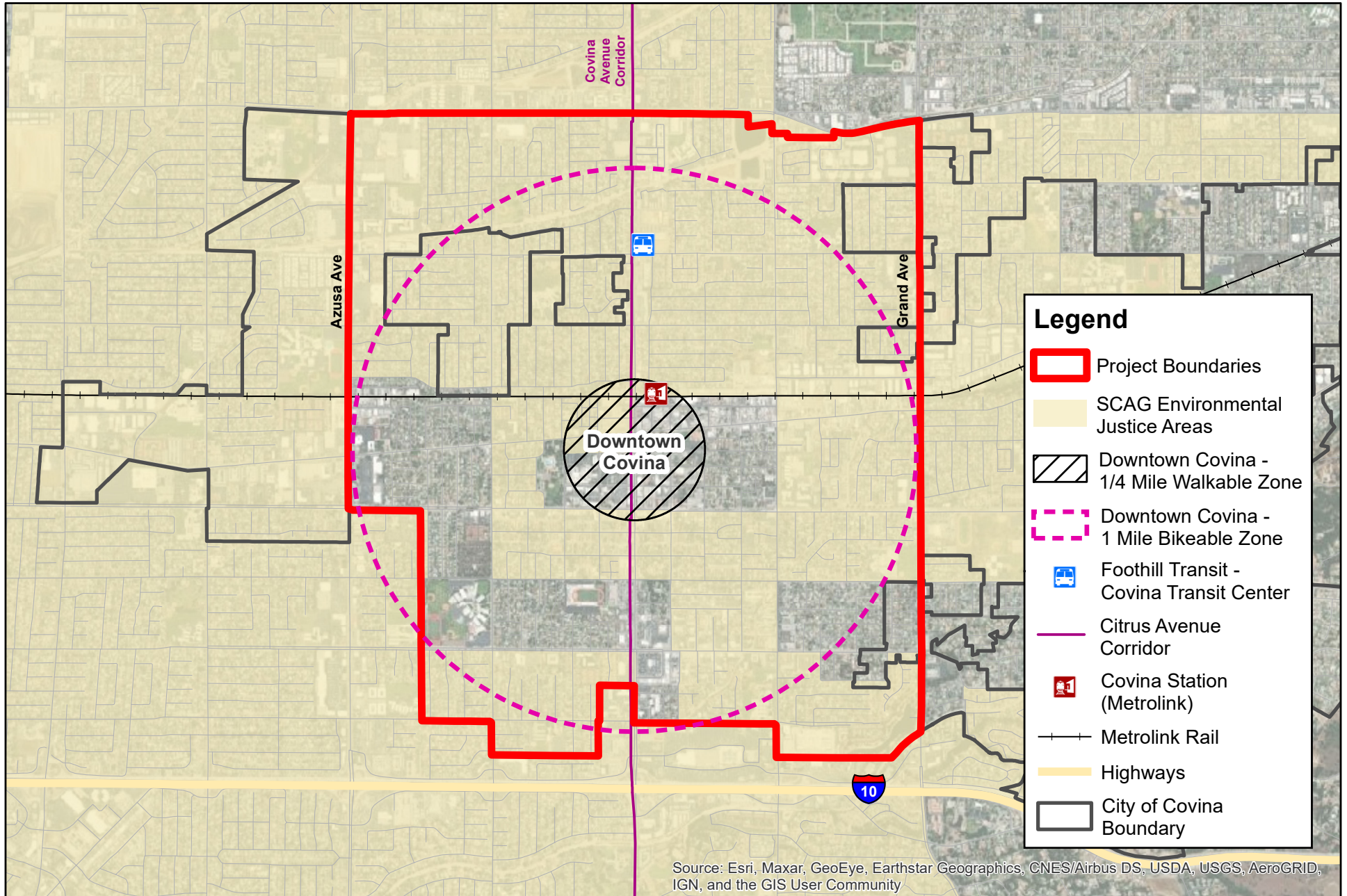
0 0.25 0.5 1 Miles

Sources: City of Covina, Caltrans, LA Metro, SCAG, CalEnviroScreen 3.0, and US Census Bureau.



Covina Active Streets and Multimodal Connectivity Plan

- Environmental Justice Areas Map -



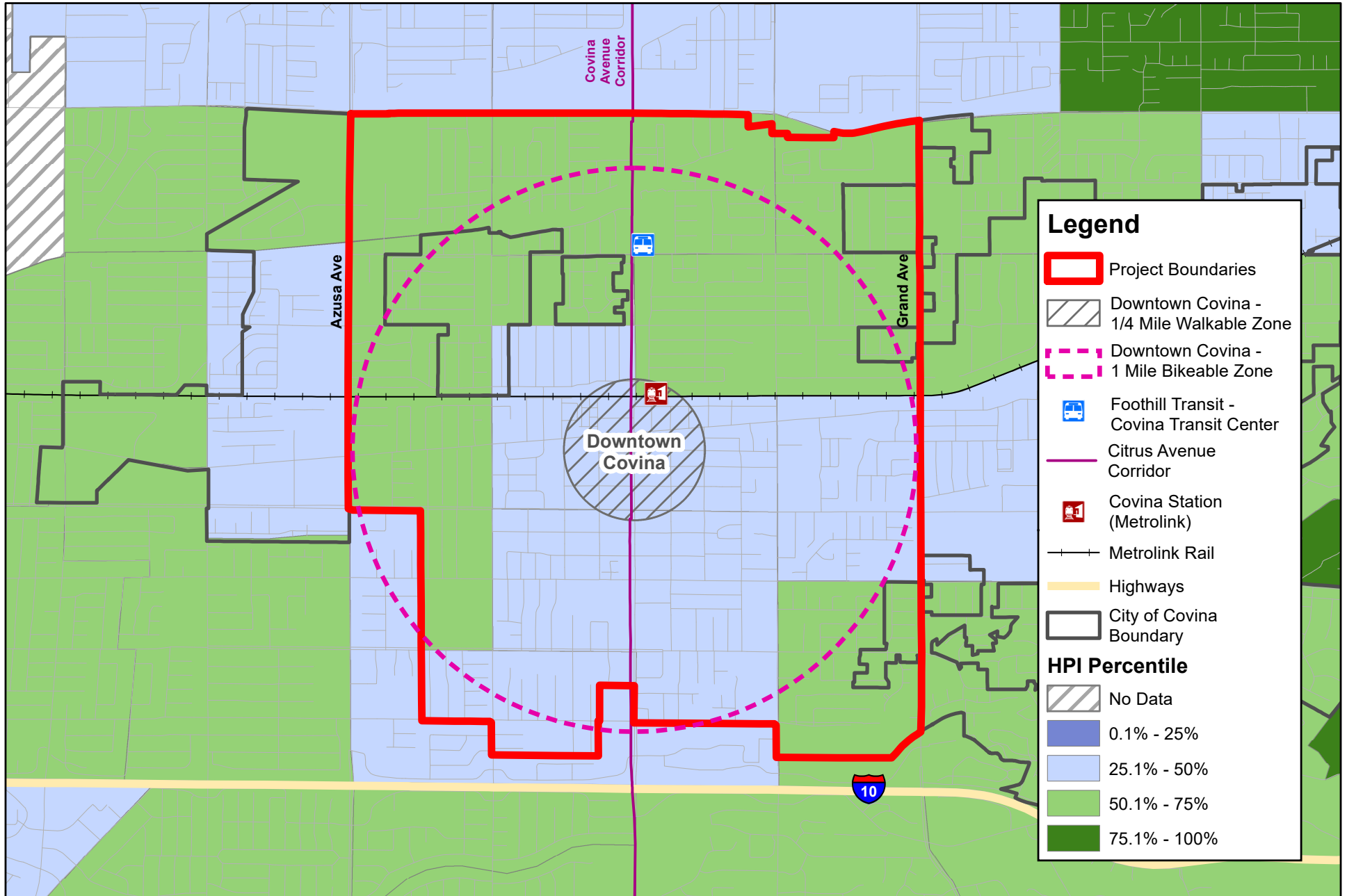
0 0.25 0.5 1 Miles

Sources: City of Covina, Caltrans, LA Metro, SCAG, and US Census Bureau.



Covina Active Streets and Multimodal Connectivity Plan

- California Healthy Places Index Map -



0 0.25 0.5 1 Miles

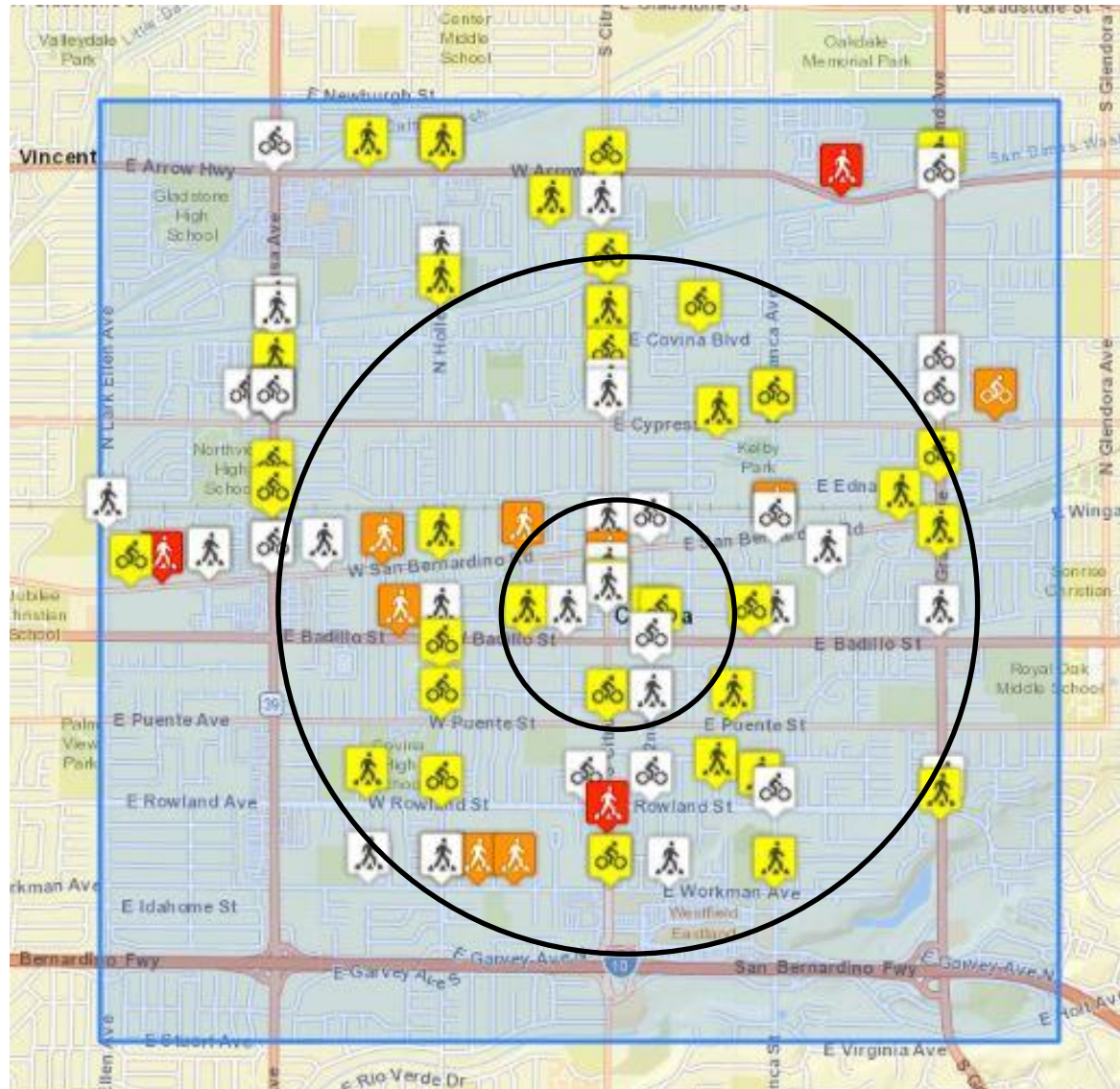
Sources: City of Covina, Caltrans, LA Metro, SCAG, California Healthy Places Index, and US Census Bureau.

N





Covina Active Streets and Multimodal Connectivity Plan




- TIMS Pedestrian/ Bicycle Collisions Map -



Legend

 [Small Circle]
Downtown Covina -
1/4 Mile Walkable
Zone

 [Large Circle]
Downtown Covina -
1 Mile Bikeable Zone

Collision Severity:  Fatal  Severe Injury  Other Visible Injury  Complaint of Pain

Choose start/end year:



* 2019 data is provisional and subject to change.



Graphics of Project Area: Photographs

Active Streets Focused Study Area Photo Guide



Active Streets Focused Study Areas



1) **Azusa Pacific University (above) and Citrus College (below).** Potential for the Citrus Avenue corridor to provide convenient and efficient access to connect several regional transportation hubs and the downtown Covina community.



1) Metro Gold Line Light Rail Transit Station. Located at the northern terminus of Citrus Avenue, this regional transit system provides access to other San Gabriel Valley cities and downtown Los Angeles.



2) Citrus Avenue Improvements. Existing street conditions (above) and proposed street infrastructure/facilities improvements.



3) **Metrolink.** Metrolink Regional Rail Station is one of three regional transit hubs along Citrus Avenue.



4) **Front St.** Future development of the FAIR District transforming this obsolete, shifting uses into a mixed-use residential/commercial district aimed at increasing non-motorized and transit travels.

Existing



Proposed



5) **2nd Avenue Improvements.** Existing street conditions (above) and proposed street infrastructure/facilities improvements.



6) Downtown. Covina's historic downtown lies directly on Citrus Avenue providing the local community with small business amenities, including the adjacent City Hall providing city services to the residents and businesses.



7) College & 3rd. Third Street is the main thoroughfare leading to Emanate Health Inter-Community Hospital, this region's major healthcare provider.

Existing



Proposed



8) Cottage Drive Improvements. Existing street conditions (above) and proposed street infrastructure/facilities improvements.

TOD Opportunity Sites Photo Guide



Transit-Oriented Development Opportunity Sites



Opportunity Site 1. Emanate Hospital parking lots on San Bernardino Road and Third Avenue.



Opportunity Site 2. Vacant former auto sales lot on Citrus Avenue and San Bernardino Road.



Opportunity Site 3. Ample parking lots behind commercial properties along Citrus Avenue and College Street.



Opportunity Site 4. Downtown Covina lot ideal for TOD development behind business properties on Citrus Avenue and College Avenue.



Opportunity Site 5. Vacant property at Citrus Avenue and Front Street.



Opportunity Site 6. Prime location for TOD development at Second Avenue and Cottage Drive.



Opportunity Site 7. Excess parking lot at Second Avenue and Italia Street.



Opportunity Site 8. Ample parking lot in the downtown center at First Street and School Street.



Opportunity Site 9. Excess parking at First and Italia Streets.



Opportunity Site 10. Shifting industrial uses and vacant lots located at Barranca Avenue and the Metrolink railroad tracks.



Opportunity Site 11. Obsolete light industrial uses are opportunity sites for live-work type of mixed use along Front Street.



Opportunity Site 12. City-owned Public Works yard are identified as an opportunity site for increasing future housing needs at Barranca Avenue and San Bernardino Avenue.



Letters of Support



Foothill Transit

February 9, 2021

Mr. Brian Lee
Director of Community Development
City of Covina, City Hall
125 East College Street
Covina, CA 91723

**RE: Letter of Support-CA Department of Transportation Sustainable
Transportation Planning Grant Program (Fiscal Year 2020-21) Covina
Active Streets and Multimodal Connectivity Plan**

Dear Mr. Lee:

On behalf of Foothill Transit, I would like to express our full support and partnership for the City of Covina's **Active Streets and Multimodal Connectivity Plan** grant application. It is our intent to be active participants in the development and implementation of this planning process.

Foothill Transit operates two local bus routes with relatively low ridership in the proposed Active Streets and Multimodal Connectivity Plan area; Routes 281 and 190. Route 281 operates along North Second Avenue and North Citrus Avenue with service extending from the Puente Hills Mall in Roland Heights to the City of Glendora. Route 190 operates along Badillo Street and North Citrus Avenue with service extending from the cities of El Monte and Baldwin Park, and Pomona. Both Route 281 and 190 generally operate on a 30-minute headway. Route 190 operates with 15-minute headways during the weekday a.m. and p.m. peak periods. Foothill Transit is currently studying the operational efficiencies of our transit lines and we believes this proposed plan to be an excellent opportunity to coordinate our efforts to providing efficient and convenient transit services for our east San Gabriel Valley commuters.

Foothill Transit has also recently constructed a new transit center and "Park & Ride" on the northeast corner of North Citrus Avenue and Covina Boulevard. This transit center is a net-zero energy building and provides an opportunity for Covina residents to easily access both the nearby downtown Covina Metrolink. The proposed plan will provide an opportunity to more fully capitalize on this transit

100 S. Vincent Ave., Suite 200 • West Covina, CA 91790 W foothilltransit.org P 626.931.7300 F 626.915.1143

MEMBER CITIES Arcadia, Azusa, Baldwin Park, Bradbury, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, Irwindale, La Puente, La Verne, Monrovia, Pasadena, Pomona, San Dimas, South El Monte, Temple City, Walnut, West Covina and Los Angeles County **A PUBLIC AGENCY**

February 9, 2021

Page 2

Re: Letter of Support for City of Covina

investment, increasing ridership, amplifying GHG reduction, and providing greater accessibility in the city and region.

Foothill Transit strongly supports the City's efforts to be proactive in addressing crucial needs for an Active Streets and Multimodal Connectivity Plan. Funding for the proposed plan will improve local and regional transit connectivity, expand active transportation networks, and increase mobility and accessibility into the three regional transit hubs all located along the Citrus Avenue transportation corridor.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'DJB', is positioned above the printed name and title.

Doran J. Barnes
Chief Executive Officer





935 W. Badillo Street, Suite 100
Covina, California 91722-4164
626.967.4191 fax 626.966.9660
www.covina.org

February 8, 2021

Mr. Brian Lee
Director of Community Development
City of Covina, City Hall
125 East College Street
Covina, CA 91723

RE: Letter of Support-California Department of Transportation Sustainable Transportation Planning Grant Program (Fiscal Year 2020-21) Covina Active Streets and Multimodal Connectivity Plan

Dear Mr. Lee:

The Covina Chamber of Commerce is pleased to submit this letter of support for the Covina Active Streets Multimodal Connectivity Plan that is being submitted by the City of Covina.

Citrus Avenue is a travel corridor that includes three regional transportation hubs; Metro Gold Line and Metrolink Commuter Rail stations and Foothill Transit Bus Center. Citrus Avenue is also the home of Covina's historic commercial downtown. Building off of the City's recently completed Downtown Town Center Specific Plan and advancing design concepts with this Active Streets Multimodal Connectivity Plan will set an active transportation and land use roadmap to create thoughtful transit-oriented development, active living and open space opportunities for our communities along and nearby the Citrus Avenue transportation corridor that focuses on mobility improvements to facilitate safe access to and from transit stations and our nearby businesses.

Plantings, lighting, street furniture, and other streetscape components shape human experience and can serve to draw people into our City's downtown core. The improved streetscape will invite more activity and complement adjacent land uses. Streetscape improvements will be implemented over time and may be carried out by various housing and commercial development opportunities. Ultimately, these improvements will help enhance local business vitality, promote economic development, foster entrepreneurship and creativity, and bolster sense of character and place for all of Covina.

I strongly support the City's efforts to be proactive in addressing crucial needs for an Active Streets and Multimodal Connectivity Plan. Funding for this planning project will help to improve local and regional transit connectivity, expand active transportation networks, and increase mobility and accessibility into the City's downtown core.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn", followed by a long horizontal flourish.

Dawn Nelson
President/CEO

February 8, 2021

Mr. Brian Lee, Director of Community Development
City of Covina, City Hall
125 East College Street
Covina, CA 91723

RE: Letter of Support-CA Department of Transportation Sustainable Transportation Planning Grant Program
(Fiscal Year 2020-21) Covina Active Streets and Multimodal Connectivity Plan

Dear Mr. Lee:

On behalf of Emanate Health Inter-Community Hospital, I would like to express our full support for the Covina Active Streets Multimodal Connectivity Plan and our intent to be active participants in its planning, development and implementation.

Our healthcare facilities play an important role within the community, including improving health outcomes for disadvantaged residents as well as providing preventive care for all community members. As per the American Hospital Association, a person's ability to reach their highest potential for health is tied to more than access to and the quality of health care is important; however, to fully address the systemic challenges in communities, health organizations must be active participants in the community.

Housing and mobility play direct roles in the recovery of patients, and as such, Emanate Health Inter-Community Hospital is committed to partnering with the City of Covina in promoting and creating affordable housing and safer streets. Given our moral obligation to provide care for all members of the community, including those without permanent residences, Emanate Health Inter-Community Hospital believes it pertinent to partner with the City to provide affordable housing information to its patients, assist with outreach, and provide data during the development of the Active Streets Multimodal Connectivity Plan to ensure the needs of all residents, regardless of housing status, are heard and supported. We are especially supportive and believe we can be valuable partners in the establishment of Health Corridors and the Medical Core Zone.

- **Health Corridors** or "health walks" are proposed to improve access and use of West Cottage Drive and West College Street. A health/fitness themed connection will thematically connect the existing healthcare uses with the Citrus Avenue District. The health corridor will take inspiration from healing gardens, exercise parks, cultural trails, and green street.
- **The Medical Core Zone** encourages the concentration of medical, health professional, and support-type uses, (including clinics, pharmaceutical, physician, and related business services and activities) that support the Hospital. Efficient use and expansion of hospital uses is encouraged through replacement of surface parking areas with parking structures. Infrastructure needs such as greenways, wider sidewalks, pedestrian lighting are envisioned to make for a more livable and sustaining community. Alley connections and attractive pedestrian facilities such as "health corridors" will increase accessibility and walkability between the medical-core and adjacent districts.



I strongly support the City's efforts to be proactive in addressing crucial needs for an Active Streets Multimodal Connectivity Plan. Funding for the proposed plan will improve local and regional transit connectivity, expand active transportation networks, and increase affordable housing within the Covina community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert H. Curry", written over the printed name.

Robert H. Curry
Chief Executive Officer

Exhibit B: General Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated [month] [day], [year] (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and [Consultant’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to [provide/perform ... describe required services].

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], unless sooner terminated as provided in Section 14 of this Agreement. The City may, upon mutual agreement, extend the contract for [Enter Number – i.e. two (2)] additional one year terms. In no event shall the contract be extended beyond [Enter Written Date – should be no later than the expiration of the final extension date].

2. Compensation.

If compensation is based on an hourly rate, use this first paragraph and delete the flat rate paragraph:

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a sum not to exceed [Written Amount] Dollars (\$[Numerical Amount]) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

If compensation is based on a flat rate, use the next paragraph and delete the hourly rate paragraph:

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant the total flat sum of [Written Amount] Dollars (\$[Numerical Amount]) (the “maximum compensation”), as set forth in the Approved Fee Schedule, attached

hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

If City reimburses for all or certain expenses in addition to compensation, use this paragraph and delete the other subsection B:

B. Expenses. City shall only reimburse Consultant for those expenses expressly set forth in **Exhibit A**. In no event shall reimbursable expenses collectively exceed the total sum of [Written Amount] Dollars (\$[Numerical Amount]).

If City does not reimburse for expenses, use this paragraph and delete the other subsection B:

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be [Name], [Title] (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

If there is a project timeline:

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services in conformance with the project timeline, attached hereto as **Exhibit C**.

If there is no project timeline:

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services under this Agreement. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and compliance with the customary professional standards.

If none of the work will be performed during the design and preconstruction phases of public works construction (e.g., inspection or land surveying work):

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

If some or all of the work is to be performed during the design and preconstruction phases of public works construction (e.g., inspection or land surveying work):

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to those services that may be "public works", including [*specify type of work*], Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit D**.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Consultant shall acquire and maintain, at its sole cost and expense, such

vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services required by this Agreement. Consultant shall perform the services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of the services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of the services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

C. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. PERS Compliance and Indemnification.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 7. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

8. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

9. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. Indemnification.

If the scope of services includes the performance of services by a licensed architect, licensed landscape architect, registered professional engineer or licensed professional land surveyor:

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and reimbursement of attorney’s fees and costs of defense (collectively “Liabilities”), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a “design professional,” as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers’ compensation law regarding Consultant and Consultant’s employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount

due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph B. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section 10, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, Claim, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 10 shall survive the expiration or termination of this Agreement.

If the scope of services does not include the performance of services by a licensed architect, licensed landscape architect, registered professional engineer or licensed professional land surveyor:

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged

or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 10, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this

Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 10 shall survive the expiration or termination of this Agreement.

11. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager and/or the City Attorney.

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 11.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

If agreement requires professional liability insurance or, if appropriate, errors and omissions insurance:

4) Professional Liability Insurance [or Errors and Omissions Insurance] with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 11 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 11.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 11 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 11 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 11, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 11. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance

policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 10 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 11.

12. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

13. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of [Written Amount] ([Numerical Amount]) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

14. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least seven (7) calendar days before the termination or suspension is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

15. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

16. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:

Attn: _____
City of Covina
125 E. College Street
Covina, California 91723

If to Consultant:

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 10, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. Exhibits. Exhibits A, B, C and D constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

*removed from RFP to avoid confusion

22. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

23. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

24. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

25. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

26. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

27. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the

effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

28. Attorneys' Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

29. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

30. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Georgianna Nicole Alvarez
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

Consultant:

[Consultant's Legal Name],
a [Legal Form of Entity]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

Exhibit C: Blank W-9 Form

Click on Attachments within the file to access the Blank W-9 form.
or click link "Attachment C" under supplemental Documents on the webpage
for the CASMCP

Exhibit D: Blank 590 Form

2020 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee Information

Name _____

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.) _____

City (If you have a foreign address, see instructions.) _____

State _____ ZIP code _____

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for **1131**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ► _____ Date _____